

**EXHIBIT A**

**TO**

**NOTICE OF REMOVAL**



**Service of Process  
Transmittal**

10/30/2015

CT Log Number 528084108

**TO:** Debbie Cleland  
Masco Corporation  
21001 Van Born Rd  
Taylor, MI 48180-1300

**RE: Process Served in California**

**FOR:** Brasstech, Inc. (Domestic State: CA)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** AIG PROPERTY CASUALTY COMPANY, as subrogee of THOMAS BUESCHER, Pltf. vs. Brasstech, Inc. and Masco Corporation, Dfts.

**DOCUMENT(S) SERVED:** Notice, Praecipe, Summons, Complaint, Statement(s)

**COURT/AGENCY:** SUSSEX COUNTY SUPERIOR COURT, DE  
Case # S15C10021RFS

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Faucet

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Certified Mail on 10/30/2015 postmarked on 10/27/2015

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 20 days of service, exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** Marc S. Casarino  
WHITE AND WILLIAMS LLP  
824 N. Market Street  
Suite 902  
P.O. Box 709  
Wilmington, DE 19899-0709  
302.654.0424

**ACTION ITEMS:** CT has retained the current log, Retain Date: 10/31/2015, Expected Purge Date: 11/05/2015

Image SOP

Email Notification, Peggy Lynch peggy\_lynch@mascohq.com

Email Notification, Debbie Cleland deborah\_cleland@mascohq.com

Email Notification, Kelly Davison kelly\_davison@mascohq.com

**SIGNED:** C T Corporation System

**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017

**TELEPHONE:** 213-337-4615

**CERTIFIED MAIL™**

Case 1:15-cv-01071-LNA Document 1-1 Filed 11/19/15 Page 3 of 19 PageID #: 7



7011 0470 0002 4745 6998



02 1P  
0000841854 OCT 27 2015  
MAILED FROM ZIP CODE 19801  
**\$ 007.89<sup>0</sup>**



824 N. Market Street, Suite 902 | P.O. Box 709 | Wilmington, DE 19899-0709

Brasstech, Inc. c/o  
CT Corporation System  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY**

**AIG PROPERTY CASUALTY COMPANY,  
as subrogee of THOMAS BUESCHER,**

Plaintiff,

v.

**BRASSTECH, INC.**

and

**MASCO CORPORATION,**

Defendants.

C.A. NO. S15C-10-021-RFS

**JURY TRIAL DEMANDED**

October 27, 2015

**VIA CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED  
AND VIA REGULAR MAIL**

**TO: Brasstech, Inc. c/o  
CT Corporation System  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017**

PLEASE TAKE NOTICE that the originals of the enclosed Summons and Complaint were filed on October 14, 2015.

These documents are being provided to you pursuant to 10 Del. C. § 3104. Service through certified mail pursuant to 10 Del. C. § 3104, is as effectual for all intents and purposes as if it had been made upon you personally within the State of Delaware. Please provide an Answer to this Complaint within 20 days as required. Thank you in advance for your attention to this matter.

WHITE AND WILLIAMS LLP

/s/ Marc S. Casarino

Marc S. Casarino, Esq (#3613)  
824 N. Market Street, Suite 902 | P.O.  
Box 709 |  
Wilmington, DE 19899-0709  
Phone: 302.654.0424  
Attorneys for Plaintiff

EFiled: Oct 14 2015 03:24PM EDT

Transaction ID 58016152

Case No. S15C-10-021 RES



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY**

**AIG PROPERTY CASUALTY  
COMPANY,**  
as subrogee of **THOMAS BUESCHER,**

Plaintiff,

v.

**BRASSTECH, INC.**

and

**MASCO CORPORATION,**

Defendants.

C.A. NO.

**JURY TRIAL DEMANDED**

**PRAECIPE**

To: Prothonotary  
Sussex County Courthouse  
1 The Circle, Suite 1  
Georgetown, DE 19947

Please issue the Summons and Complaint to Plaintiff's counsel to serve the attached Complaint and supporting documents upon the Defendant Brasstech, Inc. via 10 *Del. C.* § 3104 at the following address:

CT Corporation System  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

Respectfully submitted,  
WHITE AND WILLIAMS LLP  
*/s/ Marc S. Casarino*

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Marc S. Casarino (DE 3613)  
824 N. Market Street, Suite 902  
Wilmington, Delaware 19801  
Telephone: 302-467-4520  
Facsimile: 302-467-4550  
Email: [casarinom@whiteandwilliams.com](mailto:casarinom@whiteandwilliams.com)  
*Counsel for Plaintiff AIG Property Casualty  
Company a/s/o Thomas Buescher*

EFiled: Oct 14 2015 03:24PM EDT  
Transaction ID 58016152  
Case No. S15C-10-021 RES



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY

AIG PROPERTY CASUALTY  
COMPANY,  
as subrogee of THOMAS BUESCHER,

Plaintiff,

v.

BRASSTECH, INC.

and

MASCO CORPORATION,

Defendants.

C.A. NO.

JURY TRIAL DEMANDED

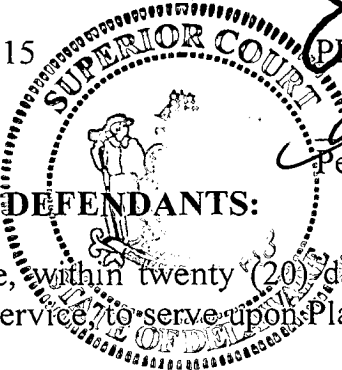
**SUMMONS**

**TO PLAINTIFF'S COUNSEL:  
YOU ARE COMMANDED:**

To Summon the above named Defendant so that within twenty (20) days after service hereof upon the Defendant, exclusive of the day of service, the Defendant shall serve upon Marc S. Casarino, Esquire, Plaintiff's attorney, whose address is 824 N. Market Street, Suite 902, Wilmington, DE 19801, an answer to the Complaint (and, if an affidavit of demand has been filed, an affidavit of defense).

To serve upon Defendant a copy hereof and of the Complaint (and of the affidavit of demand if any has been filed by Plaintiff).

Dated: **OCT 21 2015**, 2015



*Joyce M. Callen's*  
PROTHONOTARY

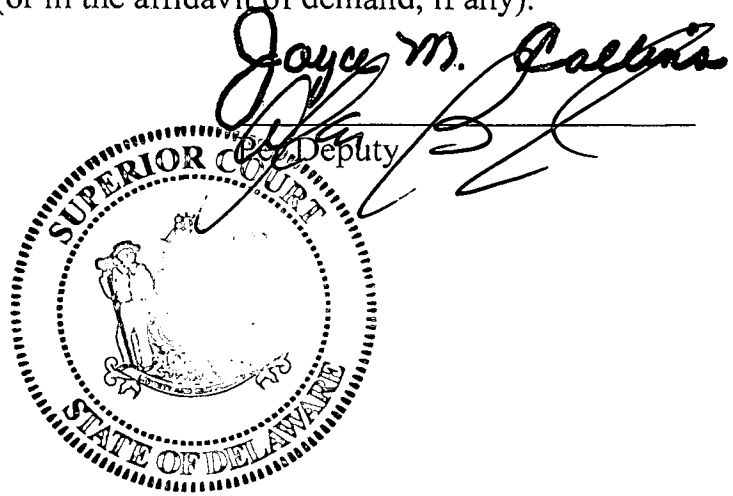
Per Deputy

**TO THE ABOVE NAMED DEFENDANTS:**

In case of your failure, within twenty (20) days after service hereof upon you, exclusive of the day of service, to serve upon Plaintiff's attorney named above



an Answer to the Complaint (and, if an affidavit of demand has been filed, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the Complaint (or in the affidavit of demand, if any).



EFiled: Oct 14 2015 03:24PM EDT  
Transaction ID 58016152  
Case No. S15C-10-021 RFS



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY**

**AIG PROPERTY CASUALTY  
COMPANY,**  
as subrogee of **THOMAS BUESCHER,**

Plaintiff,

v.

**BRASSTECH, INC.**

and

**MASCO CORPORATION,**

Defendants.

C.A. NO.

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff, AIG Property Casualty Company, as subrogee of Thomas Buescher, by and through its attorneys, White and Williams, LLP, hereby demands judgment against the above-named Defendants and states as follows:

**PARTIES**

1. Plaintiff, AIG Property Casualty Company, as subrogee of Thomas Buescher (hereinafter "AIG"), is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038.

2. At all times relevant hereto, AIG was licensed and approved to provide policies of insurance in the State of Delaware.

3. At all times relevant hereto, AIG provided a policy of insurance, policy number 0004786287 (hereinafter "the Policy"), covering the property owned by its insured, Thomas Buescher, located at 3 Windswept Way, Bethany Beach, Delaware 19930 (hereinafter "the Subject Property").

4. Defendant, Brasstech, Inc. (hereinafter "Brasstech"), is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 2001 Carnegie Avenue, Santa Ana CA 92705.

5. At all times relevant hereto, Brasstech was engaged in the business of manufacturing and distributing plumbing supply products, including faucets marketed under the Newport Brass brand.

6. At all times relevant hereto, Brasstech regularly conducted business in the State of Delaware and regularly placed its products into the stream of commerce in the State of Delaware to be used by consumers in this State.

7. Defendant, Masco Corporation (hereinafter "Masco"), the parent company of Brasstech, is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 21001 Van Born Road, Taylor, Michigan 48180.

8. At all times relevant hereto, Masco was engaged in the business of manufacturing and distributing plumbing supply products, including faucets marketed under the Newport Brass brand.

9. At all times relevant hereto, Masco regularly conducted business in the State of Delaware and regularly placed its products into the stream of commerce in the State of Delaware to be used by consumers in this State.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over this matter as all of the Defendants regularly conduct and transact business in the State of Delaware; regularly sell their products to consumers in the State of Delaware; the acts that form the basis of this lawsuit arose in the State of Delaware; all of the Defendants have significant contacts in the State of Delaware; and all of the Defendants are otherwise subject to this Court's jurisdiction pursuant to 10 Del.C. Sect. 3104.

11. Venue is proper in this County as all actions that are the subject of this lawsuit, including where the loss occurred, arose in Sussex County.

### **FACTS**

12. Plaintiff incorporates the foregoing paragraphs by reference as though more fully set forth at length herein.

13. On October 31, 2013, a water loss occurred at the home of Plaintiff's insured, Thomas Buescher.

14. Upon information and belief, the water loss was caused by a leak in a defective faucet (hereinafter "the Subject Faucet") located in the third-floor master bathroom of Mr. Buescher's home.

15. Upon information and belief, the Subject Faucet was manufactured and distributed by Defendants, Brasstech and Masco.

16. As a result of the aforementioned water loss, Mr. Buescher suffered damages to his real and personal property in an amount totaling \$415,350.14.

17. Pursuant to the terms of his homeowner's insurance policy, AIG made payments to or on behalf of Mr. Buescher in the amount of \$415,350.14, representing the cost of cleaning, repairing and/or replacing the damaged and affected property.

18. By reason of the payments it made and by operation of law, AIG is now subrogated to any and all rights, claims, and remedies of Mr. Buescher, to the extent of the payments made thereto.

**COUNT I – NEGLIGENCE**  
**(AIG v. Brasstech, Inc. and Masco)**

19. Plaintiff incorporates the foregoing paragraphs by reference as though more fully set forth at length herein.

20. Defendants, Brasstech and Masco owed a duty to Plaintiff's insured, Mr. Buescher, to use due and reasonable care in the design, manufacture, and sale of the Subject Faucet.

21. Defendants, Brasstech and Masco, acting by and through its agents, servants, employees and/or other designees, breached their duty owed to Mr. Buescher in one or more of the following ways:

- a) Designing, manufacturing, testing, marketing, distributing, supplying and/or selling the Subject Faucet in a condition that Defendants knew, or reasonably should have known, was unreasonably dangerous and defective;
- b) Designing, manufacturing, testing, marketing, distributing, supplying and/or selling the Subject Faucet in a condition that was not reasonably fit for its intended use;
- c) Designing, manufacturing, testing, marketing, distributing, supplying and/or selling the Subject Faucet in a condition that subjected Mr. Buescher to an unreasonable risk of harm to his real and personal property;
- d) Failing to design, manufacture, test, market, distribute, supply and/or sell the Subject Faucet in conformity with prevailing industry standards and specifications;
- e) Failing to properly design and manufacture the Subject Faucet in a way so that the Subject Faucet and its components would not fracture due to corrosion from dezincification;
- f) Failing to adequately and properly test and inspect the Subject Faucet before placing it into the stream of commerce so as to prevent Mr. Buescher from being subjected to an unreasonable risk of harm;
- g) Failing to design, manufacture, test, market, distribute, supply, and/or sell the Subject Faucet in a good and workmanlike manner;
- h) Failing to design, manufacture, test, market, distribute, supply and/or sell the Subject Faucet with the appropriate components and composition so as to prevent the risk of corrosion, fracture, leaking and failure;
- i) Failing to discover the defects in design and manufacture of the Subject Faucet;
- j) Failing to exercise the requisite degree of care in the design, manufacture, testing, marketing, distributing, supply and/or

selling of the Subject Faucet to prevent Mr. Buescher from being subjected to an unreasonable risk of harm;

- k) Failing to institute or provide adequate policies, procedures and/or controls so as to avoid designing, manufacturing, testing, marketing, distributing, supplying and/or selling the Subject Faucet in a defective and unreasonably dangerous condition;
- l) Having previous knowledge of prior failures as a result of the defective nature of the components and/or composition of the Subject Faucet and not making adequate changes or alterations to its design;
- m) Failing to employ proper materials and composition in the design and manufacture of the Subject Faucet so as to avoid subjecting Mr. Buescher to an unreasonable risk of harm; and
- n) Failing to provide adequate directions, instructions and/or warnings concerning the risk of failure associated with the defective nature of the Subject Faucet.

22. Defendants, Brasstech's and Masco's carelessness, negligence and/or gross negligence, by and through their agents, servants, employees and/or other designees, all acting within the course, scope and authority of their employment, resulted in Plaintiff's insured, Thomas Buescher, suffering damage to his real and personal property in the amount of \$415,350.14.

23. Pursuant to the terms of the Policy, AIG paid to or on behalf of Mr. Buescher the sum of \$415,350.14.

24. By reason of its payments to or on behalf of its insured, as well as by operation of law, AIG is now subrogated to any and all rights, claims and remedies of Mr. Buescher, to the extent of the payments made.

**WHEREFORE**, Plaintiff, AIG, demands judgment against Defendants for damages in the amount of \$415,350.14, together with interest, attorneys' fees, costs, and other such relief as this Court may deem appropriate.

**COUNT II – BREACH OF EXPRESS AND IMPLIED WARRANTIES**  
**(AIG v. Brasstech, Inc. and Masco)**

25. Plaintiff incorporates the foregoing paragraphs by reference as though more fully set forth at length herein.

26. By distributing, supplying, selling or otherwise placing the Subject Faucet into the stream of commerce, Defendants expressly and/or impliedly warranted and represented that the Subject Faucet would be merchantable and fit for its normal, expected, intended, and foreseeable uses.

27. Defendants breached their respective warranties, implied and expressed, including, but not limited to their warranty of merchantability and their warranty of fitness for a particular purpose.

28. Defendants breached their warranties in that the Subject Faucet was not safe and proper for its intended and foreseeable use and was not designed and manufactured in accordance with the prevailing and existing standards and specifications in the industry.

29. Defendants are merchants that designed, manufactured, tested, marketed, distributed, supplied and/or sold the Subject Faucet, along with its



component parts, which were in a defective condition at the time of the sale and had not been substantially altered upon reaching Mr. Buescher.

30. Defendants breached their respective warranties by designing, manufacturing, testing, marketing, distributing, supplying and/or selling the Subject Faucet, which was defective and/or not of merchantable quality and was not reasonably safe for the uses that it was intended.

31. As a natural, foreseeable, and proximate consequence of Defendants' breach of their express and implied warranties, Plaintiff's insured, Mr. Buescher, suffered substantial damage to his real and personal property in the amount of \$415,350.14.

32. Pursuant to the terms of the Policy, AIG paid to or on behalf of Mr. Buescher the sum of \$415,350.14.

33. By reason of its payments to or on behalf of Mr. Buescher, and by operation of law, AIG is now subrogated to any and all rights, claims and remedies of Mr. Buescher, to the extent of the payments made.

**WHEREFORE**, Plaintiff, AIG, demands judgment against Defendants for damages in the amount of \$415,350.14, together with interest, attorneys' fees, costs, and other such relief as this Court may deem appropriate.

WHITE AND WILLIAMS LLP

BY: /s/ Marc S. Casarino  
Marc Casarino, Esquire (DE 3613)  
Nicholas Wynn, Esquire (DE 5670)  
824 N. Market Street, Suite 902  
Wilmington, DE 19899-0709  
Phone: 302-467-4520  
Fax: 302-467-4550  
casarinom@whiteandwilliams.com

*Counsel for Plaintiff AIG Property  
Casualty Company a/s/o Thomas  
Buescher*

EFiled: Oct 14 2015 03:24PM EDT  
 Transaction ID 58016152  
 Case No. S15C-10-021 RFS



**SUPERIOR COURT  
 CIVIL CASE INFORMATION STATEMENT (CIS)**

|   |   |
|---|---|
| COUNTY:     N     K <b>S</b>  | CIVIL ACTION NUMBER:  |
| Caption:<br><br>AIG PROPERTY CASUALTY COMPANY,<br>as subrogee of THOMAS BUESCHER,<br><br><div style="text-align: right;">Plaintiff,</div><br><br><div style="text-align: center;">v.</div><br><br>BRASSTECH, INC.<br><br><div style="text-align: center;">and</div><br><br>MASCO CORPORATION,<br><br>Defendants.  | Civil Case Code:    CPRD<br><br><br>Civil Case Type:    Property Damage<br><div style="text-align: center;">(SEE REVERSE SIDE FOR CODE AND TYPE)</div><br>Name and Status of Party filing document:<br>Plaintiff AIG Property Casualty Company, as subrogee of<br>Thomas Buescher<br><br><hr/> Document Type: (E.G.; COMPLAINT; ANSWER WITH COUNTERCLAIM)<br>Complaint<br><br><hr/> <div style="text-align: right;">JURY DEMAND:    YES                  NO</div> |
| ATTORNEY NAME(S):<br><br>MARC S. CASARINO<br><br><hr/> ATTORNEY ID(S):<br><br>#3613<br><br><hr/> FIRM NAME:<br><br>WHITE AND WILLIAMS LLP<br><br><hr/> ADDRESS:<br><br>824 N. MARKET STREET, SUITE 902<br>P.O. BOX 709<br>WILMINGTON, DE 19899<br><br><hr/> TELEPHONE NUMBER:<br>302-467-4520<br><br><hr/> FAX NUMBER:<br>302-467-4550<br><br><hr/> E-MAIL ADDRESS:<br>CASARINOM@WHITEANDWILLIAMS.COM | IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT<br>BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS:<br><br><br><br><br><br><br><br><br><br><hr/> EXPLAIN THE RELATIONSHIP(S):<br><br><br><br><br><br><br><br><br><br><hr/> OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:<br><br><br><br><br><br><br><br><br><br><hr/> (If ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE)  |
| <b>THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.</b>                            |   |